

AMENDMENT NUMBER EIGHT
TO
AGREEMENT Z1000000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES

This AMENDMENT NUMBER EIGHT, to Contract Number Z1000000063 (hereinafter "AMENDMENT NUMBER EIGHT") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and Global Tel-Link Corporation, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a contract for Inmate Telephone Services ("ORIGINAL AGREEMENT") effective June 3, 2003 through and including June 2, 2006;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link in 2005;

WHEREAS, on May 17, 2006 COUNTY and CONTRACTOR executed AMENDMENT NUMBER ONE to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this increased adjusted amount of \$3,336.38;

WHEREAS, on May 17, 2006 COUNTY and CONTRACTOR executed AMENDMENT NUMBER TWO to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, on May 1, 2007 COUNTY and CONTRACTOR executed AMENDMENT NUMBER THREE to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, on April 28, 2008 COUNTY and CONTRACTOR executed AMENDMENT NUMBER FOUR to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, on November 1, 2008 COUNTY and CONTRACTOR executed AMENDMENT NUMBER FIVE to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, on May 18, 2009 COUNTY and CONTRACTOR executed AMENDMENT NUMBER SIX to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;

WHEREAS, on May 18, 2010 COUNTY and CONTRACTOR executed AMENDMENT NUMBER SEVEN renewing the ORIGINAL AGREEMENT, as Contract Number MA-060-10013187 for an additional one (1) year term of June 3, 2010 through and including June 2, 2011; and,

WHEREAS, COUNTY and CONTRACTOR desire to amend the ORIGINAL AGREEMENT in this AMENDMENT NUMBER EIGHT to modify the Scope of Work for the purchase of Prepaid Calling Cards.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, COUNTY and CONTRACTOR agree as follows:

ARTICLES

- I. Exhibit A, Scope of Work of the ORIGINAL AGREEMENT is amended to add the following services:
 - a. Contractor shall provide to County Prepaid Calling Cards for domestic and international calls at face value (i.e. \$10 for a \$10 card). Cards shall be purchased via separate contract or purchase order through Sheriff Coroner Commissary.
 - b. Commissions will be calculated monthly at 54% of the total revenue generated from the Inmate Telephone System (including collect, advance pay, and calling card usage).
 - c. Contractor shall provide County a monthly statement, breakdown of calls, which shall include at least the Facility Location, Length of call, local and international phone numbers, including country called, taxes collected and to whom paid.
- II. Page 28, Exhibit C, Inmate Telephone Services Commission/Compensation Schedule for Contractor Services of the Original Agreement (hereinafter reference as **Attachment C**), is amended in its entirety and attached hereto as Exhibit I.
- III. CONTRACTOR, through past performance and express agreement herein, assumes the duties, rights and obligations as set forth in the ORIGINAL AGREEMENT and all subsequent amendments thereto.
- IV. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number Z1000000063) is attached hereto as Exhibit A and incorporated herein by this reference.
- V. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number Z1000000063) is attached hereto as Exhibit B and incorporated herein by this reference.
- VI. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number Z1000000063) is attached hereto as Exhibit C and incorporated herein by this reference.
- VII. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number Z1000000063) is attached hereto as Exhibit D and incorporated herein by this reference.
- VIII. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number Z1000000063) is attached hereto as Exhibit E and incorporated herein by this reference.
- IX. A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number Z1000000063) is attached hereto as Exhibit F and incorporated herein by this reference.
- X. A true and correct copy of AMENDMENT NUMBER SIX (Contract Number Z1000000063) is attached hereto as Exhibit G and incorporated herein by this reference.
- XI. A true and correct copy of AMENDMENT NUMBER SEVEN (Contract Number MA-060-10013187) is attached hereto as Exhibit H and incorporated herein by this reference.

XII. All other terms and conditions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, AMENDMENT NUMBER THREE, AMENDMENT NUMBER FOUR, AMENDMENT NUMBER FIVE, AMENDMENT NUMBER SIX, and AMENDMENT NUMBER SEVEN except as amended in this AMENDMENT NUMBER EIGHT, herein shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER EIGHT to agreement Z1000000063.

*Contractor: **Global Tel-Link Corporation**

By: [Signature] Title: President, Services

Print Name: Jeffrey B. Haidinger Date: 11/16/10

*Contractor: **Global Tel-Link Corporation**

By: [Signature] Title: Senior VP

Print Name: Teresa Ridgway Date: 11/17/10

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager

Date: 11/18/10

Approved as to Form
Office of the County Counsel
Orange County, California

by _____
Deputy

EXHIBIT A

ORIGINAL AGREEMENT (Contract Number Z1000000063)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number Z1000000063)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number Z1000000063)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number Z1000000063)

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number Z1000000063)

EXHIBIT F

AMENDMENT NUMBER FIVE (Contract Number Z1000000063)

EXHIBIT G

AMENDMENT NUMBER SIX (Contract Number Z1000000063)

EXHIBIT H

AMENDMENT NUMBER SEVEN (Contract Number MA-060-10013187)

EXHIBIT I

ATTACHMENT C

**INMATE TELEPHONE SERVICES
COMMISSION/COMPENSATION SCHEDULE FOR CONTRACTOR SERVICES
(Contract Number MA-060-10013187)**

ATTACHMENT C

INMATE TELEPHONE SERVICES COMMISSION/COMPENSATION SCHEDULE FOR CONTRACTOR SERVICES (Contract Number MA-060-10013187)

This is a Revenue Contract between the County and Contractor for services provided in Exhibit A, Scope of Work. In accordance with the provisions of Article 5 of the Additional Terms and Conditions, the Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

Contractor shall pay County the greater of either:

A Minimum Annual Guarantee (MAG) of:

\$2,600,000.00 per year

Or

Monthly Gross Revenue (MGR) generated by the ITS System at:
(including collect, advance pay, and calling card usage)

54% Monthly

Contract Signing Bonus:

\$ 0.00

Option Year Signing Bonus for extensions to the Contract (Out Years)

\$ 0.00

*** Contractor shall certify that Contract signing Bonus and Option Year signing Bonus permitted under CPUC and FCC Tariff Regulations.**

A. PAYMENT INSTRUCTIONS:

Payments are to be sent to: County of Orange
Sheriff-Coroner Department
P.O. Box 567
Santa Ana, CA 92703

B. PAYMENT TERMS:

No invoice shall be presented by the Contractor under this Agreement. All payments are due at the County on the due date noted in Paragraph 29.

MAG payments are due at the County on the first day of each month. If applicable, reconciling MGR payments are due at the County not later than the 10th day of the succeeding month.

C. FIRM COMMISSION STRUCTURE:

All MAG or MGR commission payments or commissions (or percentiles of gross revenue) are firm for the full term of the Contract or extensions thereof; however, the County shall allow the Contractor to increase or decrease the commission schedule paid to the County only in the event of untoward Governmental Intervention not contemplated by this Contract and only in accordance with and to the extent shown below:

Should the FCC or the State of California change the collect call rates charged to the called party, the County's commission rate under this Contract may be correspondingly adjusted, up or down, by one percent (1%) for every ten (10%) increment of change in the rates charged to the called party.

D. PAYMENT FOR PREPAID CALLING CARDS:

Payments for calling cards purchased by the County from the Contractor shall be made to the Contractor under separate purchase order or contract through Sheriff-Coroner Commissary. As previously stipulated, the monthly commission payment to the County will be the greater of 54% total revenue or monthly MAG of \$216,666.66 (Annual MAG of \$2,600,000 / 12 months).